# UNITED STATES BANKRUPTCY COURT SOUTHERN DISTRICT OF NEW YORK

.

In re : Chapter 11 Case No.

LEHMAN BROTHERS HOLDINGS INC., et al., : 08-13555 (JMP)

Debtors. : (Jointly Administered)

NOTICE OF TRANSFER OF CLAIM PURSUANT TO FRBP RULE 3001(e)(2)

1. TO: Barclays Bank SA ("<u>Transferor</u>") C/ Matero Inurria, 15 1<sup>st</sup> floor

28036 - Madrid (Spain)

2. Please take notice that the transfer of your claim against LEHMAN BROTHERS HOLDINGS INC., et al, Case No. 08-13555 (JMP) arising from and relating to Proof of Claim No. 47617 (attached as Exhibit A hereto), has been transferred to:

Barclays Bank PLC ("<u>Transferee</u>") 745 Seventh Avenue New York, NY 10019 Telephone: (212) 412-2865

Email: daniel.crowley@barclayscapital.com daniel.miranda@barclayscapital.com

An executed "Evidence of Transfer of Claim" is attached as <u>Exhibit B</u> hereto. All distributions and notices regarding the claim should be sent to the Transferee as provided in <u>Exhibit C</u> hereto.

- 3. No action is required if you do not object to the transfer of your claim. However, IF YOU OBJECT TO THE TRANSFER OF YOUR CLAIM, WITHIN 20 DAYS OF THE DATE OF THIS NOTICE, YOU MUST:
- -- FILE A WRITTEN OBJECTION TO THE TRANSFER with:

United States Bankruptcy Court Southern District of New York Attn: Clerk of Court Alexander Hamilton Custom House One Bowling Green New York, NY 10004-1408

-- SEND A COPY OF YOUR OBJECTION TO THE TRANSFEREE

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	Refer to INTERNAL CONTROL NO in your objection and any further correspondence related to this transfer.
	If you file an objection, a hearing will be scheduled. IF YOUR OBJECTION IS NOT BY FILED, THE TRANSFEREE WILL BE SUBSTITUTED FOR THE TRANSFEROR ON ECORDS AS A CLAIMANT IN THIS PROCEEDING.
	CLERK
FOR	LERK'S OFFICE USE ONLY:
This	ice was mailed to the first named party, by first class mail, postage prepaid on, 2009.
INTI	NAL CONTROL NO
Сору	check) Claims Agent Transferee Debtors' Attorney
	Deputy Clerk

08-13555-mg Doc 24952 Filed 02/03/12 Entered 02/03/12 18:06:03 Main Document Pg 3 of 23

# EXHIBIT A

[Proof of Claim]

United States Bankruptcy Court/Souther Lehman Brothers Holdings Claims Proces	로 맞으면 맞면 있어요? 그리고 보는 10 PM 로 시간 (PM PM P		URITIES PROGRAMS
c/o Epiq Bankruptey Solutions, LLC FDR Station, P.O. Box 5076 New York, NY 10150-5076		PROC	OF OF CLAIM
In Re:	Chapter 11	A PART OF THE PROPERTY OF THE PART OF THE	BUILDING SANDAGER BUILDING BARAN
Lehman Brothers Holdings Inc., et al., Debtors.	Case No. 08-13555 (JMP) (Jointly Administered)	Lenman	- Southern District of New York Brothers Holdings Inc., Et Al.
Note: This form may not be used t	o file claims other than those	11/11/19 <b>e</b> n	08-13555 (JMP) 0000047617
based on Lehman Programs Secur http://www.lehman-docket.com as	ities as listed on		
Name and address of Creditor: (and name	and address where notices should be	sent it different from	TO COLUMN TO SECURE
Creditor)		Jen II dilletelli Italii	Check this box to indicate that this claim amends a previously filed claim.
COLINA BEDAT, S.L. CALLE ALBUERA, 13, ESO	C.2 - 1°B, 41001 SEVILLA (S	SPAIN)	Court Claim Number:(If known)
			Filed on:
Telephone number	noil Address		
Telephone number: Er  Name and address where payment should	nail Address: be sent (if different from above)		Check this box if you are aware that
			anyone else has filed a proof of claim relating to your claim. Attach copy of
Telephone number: Er	Onail Address: ELENAHAURIE	DEDLING BEDAT. ES	2 334
Programs Securities as of September 15, 2 and whether such claim matured or becam	based on Lehman Programs Securiti 008, whether you owned the Lehman e fixed or liquidated before or after S ble on September 15, 2008. If you ar	ies. Your claim amount must be a Programs Securities on Septem September 15, 2008. The claim a c filing this claim with respect to	the amount owed under your Lehman ber 15, 2008 or acquired them thereafter, mount must be stated in United States more than one Lehman Programs Security.
Amount of Claim: \$495.285,00 \$_	(Required) EURUSD X	-Rate Applied: 1,4151 (09/1:	5/08) ECB
☐ Check this box if the amount of claim	n includes interest or other charges in	addition to the principal amount	due on the Lehman Programs Securities.
<ol><li>Provide the International Securities Ic this claim with respect to more than one Le which this claim relates.</li></ol>	lentification Number (ISIN) for each ehman Programs Security, you may a	Lehman Programs Security to wattach a schedule with the ISINs	hich this claim relates. If you are filing for the Lehman Programs Securities to
International Securities Identification N	umber (ISIN): XS0282208049	(Required)	
3. Provide the Clearstream Bank Blocking appropriate (each, a "Blocking Number") of from your accountholder (i.e. the bank, brothan one Lehman Programs Security, you relates.	for each Lehman Programs Security loker or other entity that holds such se may attach a schedule with the Block	for which you are filing a claim, curities on your behalf). If you a ring Numbers for each Lehman P	You must acquire a Blocking Number are filing this claim with respect to more rograms Security to which this claim
Clearstream Bank Blocking Number, En number:	irociear Bank Electronic Instruction	on Reference Number and or o	ther depository blocking reference
CA01150		(Required)	
<ol> <li>Provide the Clearstream Bank, Euroclea you are filing this claim. You must acquire accountholder (i.e. the bank, broker or othe numbers.</li> </ol>	e the relevant Clearstream Bank, Eur	oclear Bank or other depository t	participant account number from your
Accountholders Euroclear Bank, Clears	tream Bank or Other Depository F	articipant Account Number: (	CLEARSTREAM 16632
	(Required	1)	
5. Consent to Euroclear Bank, Clearstre	am Bank or Other Depository: By	liling this claim, you	FOR COURT USE ONLY
consent to, and are deemed to have authori- disclose your identity and holdings of Lehr	zed, Euroclear Bank, Clearstream Ba nan Programs Securities to the Debte	ank or other depository to	FILED / RECEIVED
reconciling claims and distributions.	CONTRACTOR OF THE PROPERTY OF THE POPULATION OF	trackers at	
Date. 22/19/09 Signature: The person	on filing this claim must sign it. Sign	and print name and title, if any	OCT 2 7 2009
Color BEST the creditor or other p	managed in order and an all the all the officers of	of the same of the	EPIQ BANKRUPTCY SOLUTIONS, LLC
C.I.P. B-91.226.167	Description of the second seco		
Penalty for presenting fraudulent	claim: Fine of up to \$500,000 or in	iprisonment for up to 5 years, or	both. 18 U.S.C. §§ 152 and 3571

# INSTRUCTIONS FOR PROOF OF CLAIM FORM

The questions on the Proof of Claim form include instructions for completing each question. The instructions and definitions below are general explanations of the law. In certain circumstances, such as bankruptcy cases not filed voluntarily by the debtor, there may be exceptions to these general rules.

#### Creditor's Name and Address:

Fill in the name of the person or entity asserting a claim and the name and address of the person who should receive notices issued during the bankruptcy case. A separate space is provided for the payment address if it differs from the notice address. The creditor has a continuing obligation to keep the court informed of its current address. See Federal Rule of Bankruptcy Procedure (FRBP) 2002(g).

#### Date and Signature:

The person filing this proof of claim must sign and date it. FRBP 9011. Print the name and title, if any, of the creditor or other person authorized to file this claim. State the filer's address and telephone number if it differs from the address given on the top of the form for purposes of receiving notices. Attach a complete copy of any power of attorney. Criminal penalties apply for making a false statement on a proof of claim.

# DEFINITIONS

#### Debtor

A debtor is the person, corporation, or other entity that has filed a bankruptcy case.

#### Creditor

A creditor is the person, corporation, or other entity owed a debt by the debtor on the date of the bankruptey

#### filing.

### Claim

A claim is the creditor's right to receive payment on a debt that was owed by the debtor on the date of the bankruptcy filing. See 11 U.S.C. §101 (5). A claim may be secured or unsecured, reduced to judgment or not, liquidated or unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal or equitable

#### Proof of Claim

A proof of claim is a form used by the creditor to indicate the amount of the debt owed by the debtor on the date of the bankruptcy filing. The creditor must file the form with the Claims Agent at the following address:

Lehman Brothers Holdings Claims Processing c/o Epiq Bankruptcy Solutions, LLC FDR Station, PO Box 5076 New York, NY 10150-5076

#### Lehman Programs Security

Any security included on the list designated "Lehman Programs Securities" available on http://www.lehman-docket.com as of July 17, 2009

#### INFORMATION

# Acknowledgment of Filing of Claim

To receive acknowledgment of your filing, you may either enclose a stamped self-addressed envelope and a copy of this proof of claim, or you may access the Claims Agent's system (http://www.lelman-docket.com) to view your filed proof of claim.

#### Offers to Purchase a Claim

Certain entities are in the business of purchasing claims for an amount less than the face value of the claims. One or more of these entities may contact the creditor and offer to purchase the claim. Some of the written communications from these entities may easily be confused with official court documentation or communications from the debtor. These entities do not represent the bankruptcy court or the debtor. The creditor has no obligation to sell its claim. However, if the creditor decides to sell its claim, any transfer of such claim is subject to FRBP 3001(e), any applicable provisions of the Bankruptcy Code (11 U.S.C. § 101 et seq.), and any applicable orders of the bankruptcy court.

04/2005

SPECIAL NOTARIAL PAPER

6F4516362

Pedro Antonio Romero Candau Notary Public

Plaza de la Magdalena, 9 – 3 Tel: 422 63 00 – Fax: 4225655

[SEAL: NOTARY OFFICE OF PEDRO

[stamp: €0.15]

ANTONIO ROMERO CANDAU, SEVILLE)

NUMBER THREE THOUSAND TWO HUNDRED AND SIXTY THREE
DEED OF POWER OF ATTORNEY
AT SEVILLE, on the twenty seventh of June of Two Thousand and Five
Before me, PEDRO ANTONIO ROMERO CANDAU, Notary Public of the Notary
Association of Seville.
APPEARING
TERESA RELINQUE CHACON, of legal age, married, resident of Seville,
with address at calle Cristo del Calvario, number 5, 2 derecha and with D.N.I. (national
identification document) and N.I.F. (tax identification number) 28222477-M which I
have verified
I know the party appearing personally

APPEARING: for and on behalf of "COLINA BEDAT, SOCIEDAD DE RESPONSABILIDAD LIMITADA", a company of indefinite duration with its registered office at calle Cristo del Calvario, number 5, 2 derecha, Seville, which was constituted by virtue of the deed executed before me on the twenty sixth of July of two thousand and two with protocol number 4047, registered in the Companies Registry of Seville in volume 3530, folio 171, page number SE-49550, entry 1, and with



C.I.F.(Corporate Tax Identification Number) B-91226167.----

The above party has the legal capacity required to execute this deed by virtue of:-----

- A) Her position as Chairwoman of the Board of Directors of the Company, with such appointment, acceptance and registration being recorded in the deed of constitution mentioned above.
- b) By agreement of the Board of Directors adopted at its meeting held on the twenty fourth of June of two thousand and five, as evidenced by the certificate issued by Magdalena Haurie Relinque, Secretary of the Board of Directors, with the approval of the Chairwoman Teresa Relinque Chacón which I have seen and authenticate following comparison of the signatures with other duly authenticated signatures. This certificate is annexed to this master copy and as many copies shall be made of the same as are made of this deed.

The party appearing has confirmed to me the legal status of the company which she represents and that the powers which she holds are in full effect.

Assessment by the authorising Notary Public as to the authority of the executor of this deed: I, the Notary Public, after examining the documents mentioned above and which are annexed to this deed as I deem appropriate, consider that the party appearing has due authority to execute this deed of power of attorney.

# = = = WITH THE FOLLOWING TERMS= = =

This power of attorney is granted in favour of MARIA ELENA HAURIE RELINQUE, of legal age, lawfully separated, resident of Seville, with address at calle



04/2005 SPECIAL NOTARIAL PAPER 6F4516361 [SEAL: NOTARY OFFICE OF PEDRO [STATE STAMP] [stamp: €0.15] ANTONIO ROMERO CANDAU, SEVILLE)

Marqués de Paradas, number 18, 1, E, with D.N.I. (national identification document) number 28759491-S to exercise the following powers for and on behalf of the company COLINA BEDAT, S.A:

# ===POWERS===

1) To carry out any operations in relation to the current accounts of the grantor company, including to sign cheques and other documents drawn against the company; to make deposits and withdrawals; to draw, endorse, intervene in or issue cheques, promissory notes, bills of exchange or other money order documents; to formalise, modify or cancel contracts to open deposits, current accounts, term deposits or any other similar contract; to request certification or details of any bank statements of the company; to rent safety deposit boxes or terminate any such contracts; to establish direct debits or credit transfers for payments and deposits; to make or receive transfers; to request, obtain or cancel credit or debit cards in favour of the grantee of this power of attorney, the company or any other person related with the same; to constitute, modify and cancel contracts for the deposit of securities, fixed, variable or mixed income funds or of any other type; to formalise, modify and cancel lease, rental or factoring agreements or of any other kind; to charge fees for collection or payment of any kind of service or obligation assumed by the company or in favour of the same and in general to carry out any of the typical operations,



whether credit or debit operations, with credit entities and for any amount, with the exception of those regarding constitution of loans with or without security. ----EXECUTION -----After having read this deed in accordance with article 193 of the Notarial Regulations, I have advised the party appearing of the matters required by law, following which she has accepted its terms and affixed her signature ----------AUTHORISATION-----I HEREBY CERTIFY the entire content of this public instrument issued on two sheets of notarial paper with the official state stamp, series 6D, numbers 7577470 and the following pages numbered consecutively . -----[This document has been signed by the party appearing. Signed:Pedro Romero Candau- Sealed - The Notary Public's seal is affixed]----------ANNEXED DOCUMENTS-----



04/2005

SPECIAL NOTARIAL PAPER

6F4516360

[SEAL: NOTARY OFFICE OF PEDRO

[STATE STAMP]

[stamp: illegible]

ANTONIO ROMERO CANDAU, SEVILLE)

I, MAGDALENA HAURIE VIGNE, Secretary of the Board of Directors of the business corporation "COLINA BEDAT, SOCIEDAD DE

RESPONSABILIDAD LIMITADA", " with its registered office at calle Cristo del Calvario, number 5, 2 derecha, Seville, registered in the Company Register of Seville in volume 3530, folio 171, page number SE-49550, entry 1, and with C.I.F.(Corporate Tax Identification Number) B-91226167

# HEREBY CERTIFY:

That the Minute Book containing the resolutions of the Company includes a resolution by the Board of Directors which states literally for the current purposes:

"At the registered office on the 24th of June 2005.

# PRESENT:

All the members of the Board of Directors being present, it is hereby unanimously RESOLVED:

 To grant Maria Elena Haurie Relinque power of attorney to act for and on behalf of the company to carry out any of the following:

To carry out any operations in relation to the current accounts of the grantor company, including to sign cheques and other documents drawn against



the company; to make deposits and withdrawals; to draw, endorse, intervene in or issue cheques, promissory notes, bills of exchange or other money order documents; to formalise, modify or cancel contracts to open deposits, current accounts, term deposits or any other similar contract; to request certification or details of any of the bank statements of the company; to rent safety deposit boxes or terminate any such contracts; to establish direct debits or credit transfers for payments and deposits; to make or receive transfers; to request, obtain or cancel credit or debit cards in favour of the grantee of this power of attorney, the company or any other person related with the same; to constitute, modify and cancel contracts for the deposit of securities, fixed, variable or mixed income funds or of any other type; to formalise, modify and cancel lease, rental or factoring agreements or of any other kind; to charge fees for collection or payment of any kind of service or obligation assumed by the company or in favour of the same and in general to carry out any of the typical operations, whether credit or debit operations, with credit entities and for any amount, with the exception of those regarding constitution of loans with or without security.

2. To authorise Teresa Relinque Chacón to appear before a Notary Public to execute the corresponding public instrument.

In witness whereof this certificate is issued at Seville on the 24th of June 2005.

APPROVED: THE CHAIRWOMAN

THE SECRETARY

[Signature: illegible]

[signature: illegible]

I, the Notary Public, HEREBY ATTEST that THIS IS AN AUTHORISED COPY of the original document with the protocol number indicated of my Records of public

04/2005

SPECIAL NOTARIAL PAPER

6F4516359

[SEAL: NOTARY OFFICE OF PEDRO

[STATE STAMP]

[stamp: €0.15]

ANTONIO ROMERO CANDAU, SEVILLE)

documents, which I have issued at the request of the party granting this power of attorney at Seville, on the twenty ninth of June of two thousand and five on four pages of special notarial paper, Series 6F, numbers 4516362 and the preceding pages in consecutive order.

FEES

BASE:

Numbers: \*

Fees: 0

[SEAL: GENERAL COUNCIL OF SPANISH NOTARIES PUBLIC-0076021620]

[Signature: illegible]

[SEAL: NOTARY OFFICE OF PEDRO ANTONIO (ILLEGIBLE), SEVILLE]

Collected today at Seville 29 Nov 2005

Collected today at Seville 7 Apr 2006

# COMPANIES REGISTRY OF SEVILLE PROVINCE

....The above document with today's date was REGISTERED in Volume 3530 of the Companies Section, folio 185 Page number SE-49550, entry 8; with express exclusion of the person appointed from the Registry of Bankruptcy Resolutions, in accordance with the terms of article 61 bis of the Companies Registry Regulations. Attached is the complementary certification, duly certified by the same Notary Public on the 28th of June 2006.-

At Seville on the 25th of July of 2006 The Registrar, [SIGNATURE: ILLEGIBLE]

[SEAL: COMPANIES REGISTRY OF SEVILLE PROVINCE]



# THE UNDERSIGNED, COMPANIES REGISTRAR OF SEVIILLE PROVINCE.

HEREBY CERTIFY: That the Company "COLINA BEDAT, S.L." with C.I.F. (Corporate Tax Identification Number) B-91/226167-; confers a POWER OF ATTORNEY in favour of MARIA ELENA HAURIE RELINQUE by virtue of the deed executed at Seville, on the twenty seventh of June of two thousand and five before the Notary Public Pedro Antonio Romero Candau, with protocol number 3263, and which was registered at this Registry for which I am responsible on this date, on folio 185 of Volume 3530 of the General Companies Section, Page number SE-49550, entry 8.—All of the above is in accordance with the entry in the Register, to which I refer. And in witness whereof I hereby issue this certificate on one sheet of Registry Paper marked on the reverse side with Series C number 014480. Signed at

SEVILLE PROVINCE

Seville on the twenty fifth of July of 2006.
[Signature: illegible] [SEAL: COMPANIES REGISTRY OF



# COMPANIES SEVILLE

PAGE: 1

# LIST OF DOCUMENTS SENT TO THE BORME (OFFICIAL GAZETTE OF

# THE COMPANIES REGISTRY)

(ENTRY 1/2006/11.903.0)

DATE: 25/07/2006 TIME: 10.35

# COLINA BEDAT SL- B91226167

# Grant of Power of Attorney

Person Appointed: HAURIE RELINQUE, MARIA ELENA

Office or Function: Legal Representative

Date of Appointment: 24/06/2005 - Date of termination (\*\*): INDEFINITE

Registry Details:

Volume: 3530 ,Book: 0 , Folio: 185 , Section: 8 , Page : SE 49550

Entry: 8 / Date: 25/07/2006 Year Pre.: 2006

Amount for publication in BORME: 30.65 5,100P



DOÑA MAGDALENA HAURIE VIGNE, Secretary of the Board of Directors of the trading corporation "COLINA BEDAT, SOCIEDAD DE RESPONSABILIDAD LIMITADA", with its registered office at calle Cristo del Calvario, number 5, 2 derecha, Seville, registered in the Companies Registry of Seville, in volume 3530, folio 171, page number SE-49550, entry 1, with C.I.F. (Corporate Tax Identification Number) B-91226167.

#### CERTIFY:

That the Minute Book containing the resolutions of the Company includes a resolution by the Board of Directors which states literally for the current purposes:

"At the registered office on the 24th of June 2005.

# PRESENT:

All the members of the Board of Directors being present, namely
Teresa Relinque Chacón, Juan Haurie Briol, Luis Haurie Vigné,
Magdalena Haurie Vigné, Juan Andrés Haurie Relinque, María
Elena Haurie Relinque and Alejandro Haurie Relinque, it is hereby
unanimously RESOLVED:

1. To grant Maria Elena Haurie Relinque power of attorney to act for and on behalf of the company to carry out any of the following:

To carry out any operations in relation to the current accounts of the grantor company, including to sign cheques and other documents drawn against the company; to make deposits and withdrawals; to draw, endorse, intervene in or issue cheques, promissory notes, bills of exchange or other money order



 To authorise Teresa Relinque Chacón to appear before a Notary Public to execute the corresponding public instrument.

The minutes were then unanimously approved by all those attending."



without security.

In witness whereof this certificate is issued at Seville on the 24th of June 2005.

[Signature:T Relinque]

[signature: M Haurie]

APPROVED: THE CHAIRWOMAN THE SECRETARY

[SEAL: NOTARY OFFICE OF PEDRO ANTONIO ROMERO CANDAU, SEVILLE]



CERTIFICATE OF AUTHENTICATION NUMBER 3303 OF THE RECORD OF PUBLIC DOCUMENTS.----I, PEDRO ANTONIO ROMERO CANDAU, Notary Public of the Notary Association of Seville, HEREBY CERTIFY:-That the signatures of Magdalena Haurie Vigne, with D.N.I (National Identification Document) No. 28307180-E and Teresa Delinque Chacón, with D.N.I (National Identification Document) No. 28222477M affixed in this document are genuine following their comparison with other signatures in my record books. ---At Seville on the twenty eighth of June of two thousand and six.-----[STANDING AND LEGALISATION STAMP] [SEAL: GENERAL COUNCIL OF SPANISH NOTARIES PUBLIC-0077228913] [Signature: illegible]

[SEAL: ROMERO CANDAU NOTARY OFFICE (ILLEGIBLE),]

Relating to entry 8 on Page SE 49550 folio 185, Volume 3530, Book-Companies Section-Seville, 25th of July 2006

[SEAL:ILLEGIBLE]

## AFFIDAVIT

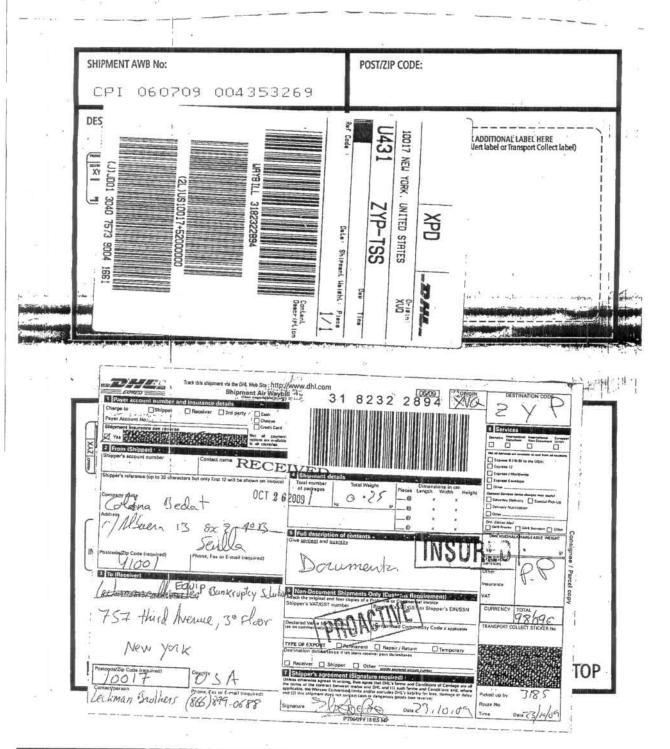
I, Laura Luca de Tena Sainz, English sworn translator in the province of Seville, declare that this is the faithful translation of the Spanish original attached. In Seville, on October 14, 2009

# **APOSTILLA**

Doña Laura Luca de Tena Sainz, Intérprete Jurado de Inglés, certifica que la que antecede es traducción fiel y completa al inglés de un documento redactado en castellano. En Sevilla, a 14 de octubre de 2009.



1-17-18-



**EXTREMELY URGENT** 

DO NOT SEND CASH, CASH EQUIVALENT OR JEWELLERY, DHL's liability shall not exceed US\$ 100 for any shipment. See conditions of carriage on the airbi

# EXHIBIT B

[Executed Evidence of Transfer of Claim]

# AGREEMENT AND EVIDENCE OF TRANSFER OF CLAIM LEHMAN PROGRAM SECURITY

## TO: THE DEBTOR AND THE BANKRUPTCY COURT

- For value received, the adequacy and sufficiency of which are hereby acknowledged, Barelays Bank SA ("Seller") hereby unconditionally and irrevocably sells, transfers and assigns to Barclays Bank PLC (the "Purchaser"), and Purchaser hereby agrees to purchase, as of the date hereof, (a) an undivided interest, to the extent of the nominal amount specified in Schedule 1 attached hereto (the "Purchased Claim"), in Seller's right, title and interest in and to Proof of Claim Number 47617 filed by or on behalf of Colina Bedat, S.L. (the "Proof of Claim") against Lehman Brothers Holdings, Inc., debtor in proceedings for reorganization (the "Proceedings") in the United States Bankruptcy Court for the Southern District of New York (the "Court"), administered under Case No. 08-13555 (JMP) (the "Debtor"), (b) all rights and benefits of Seller relating to the Purchased Claim, including without limitation (i) any right to receive cash, securities, instruments, interest, damages, penalties, fees or other property, which may be paid or distributed with respect to the Purchased Claim or with respect to any of the documents, agreements, bills and/or other documents (whether now existing or hereafter arising) which evidence, create and/or give rise to or affect in any material way the Purchased Claim, whether under a plan or reorganization or liquidation, pursuant to a liquidation, or otherwise, (ii) any actions, claims (including, without limitation, "claims" as defined in Section 101(5) of Title 11 of the United States Code (the "Bankruptcy Code")), rights or lawsuits of any nature whatsoever, whether against the Debtor or any other party, arising out of or in connection with the Purchased Claim, (iii) any rights and benefits arising out of or in connection with any exhibit, attachment and/or supporting documentation relating to the Purchased Claim, and (iv) any and all of Seller's right, title and interest in, to and under the transfer agreements, if any, under which Seller or any prior seller acquired the rights and obligations underlying or constituting a part of the Purchased Claim, but only to the extent related to the Purchased Claim, (c) the security or securities (any such security, a "Purchased Security") relating to the Purchased Claim and specified in Schedule 1 attached hereto, and (d) any and all proceeds of any of the foregoing (collectively, as described in clauses (a), (b), and (c), the "Transferred Claims"),. For the avoidance of doubt, Purchaser does not assume and shall not be responsible for any obligations or liabilities of the Seller related to or in connection with the Transferred Claims or the Proceedings.
- 2. Seller hereby represents and warrants to Purchaser that: (a) the Proof of Claim was duly and timely filed on or before 5:00 p.m. (prevailing Eastern Time) on November 2, 2009 in accordance with the Court's order setting the deadline for filing proofs of claim in respect of "Lehman Program Securities"; (b) the Proof of Claim relates to one or more securities expressly identified on the list designated "Lehman Programs Securities" available on http://www.lehman-docket.com as of July 17, 2009; (c) Seller owns and has good and marketable title to the Transferred Claims, free and clear of any and all liens, claims, set-off rights, security interests, participations, or encumbrances created or incurred by Seller or against Seller; (d) Seller is duly authorized and empowered to execute and perform its obligations under this Agreement and Evidence of Transfer; (e) the Proof of Claim includes the Purchased Claim specified in Schedule 1 attached hereto; (f) Seller has not engaged in any acts, conduct or omissions, or had any relationship with the Debtor or its affiliates, that, with respect to the Transferred Claim, will give rise to any setoff, defense or counterclaim, or will result in Purchaser receiving in respect of the Transferred Claims proportionately less payments or distributions or less favorable treatment than other unsecured creditors.
- 3. Seller hereby waives any objection to the transfer of the Transferred Claims to Purchaser on the books and records of the Debtor and the Court, and hereby waives to the fullest extent permitted by law any notice or right to receive notice of a hearing pursuant to Rule 3001(e) of the Federal Rules of Bankruptcy Procedure, the Bankruptcy Code, applicable local bankruptcy rules or applicable law, and consents to the substitution of Seller by Purchaser for all purposes in the case, including, without limitation, for voting and distribution purposes with respect to the Transferred Claims. Purchaser agrees to file a notice of transfer with the Court pursuant to Federal Rule of Bankruptcy Procedure 3001(e) including this Agreement and Evidence of Transfer of Claim. Seller acknowledges and understands, and hereby stipulates, that an order of the Court may be entered without further notice to Seller transferring to Purchaser the Transferred Claims, recognizing Purchaser as the sole owner and holder of the Transferred Claims, and directing that all payments or distributions of money or property in respect of the Transferred Claim be delivered or made to Purchaser.
  - All representations, warranties, covenants and indemnities shall survive the execution, delivery

and performance of this Agreement and Evidence of Transfer of Claim and the transactions described herein. Purchaser shall be entitled to transfer its rights hereunder without any notice to or the consent of Seller. Seller hereby agrees to indemnify, defend and hold Purchaser, its successors and assigns and its officers, directors, employees, agents and controlling persons harmless from and against any and all losses, claims, damages, costs, expenses and liabilities, including, without limitation, reasonable attorneys' fees and expenses, which result from Seller's breach of its representations and warranties made herein.

- 5. Seller shall promptly (but in any event no later than three (3) business days) remit any payments, distributions or proceeds received by Seller in respect of the Transferred Claims to Purchaser. Seller has transferred, or shall transfer as soon as practicable after the date hereof, to Purchaser each Purchased Security to such account, via Euroclear or Clearstream (or similar transfer method), as Purchaser may designate in writing to Seller. This Agreement and Evidence of Transfer supplements and does not supersede any confirmation, any other automatically generated documentation or any applicable rules of Euroclear or Clearstream (or similar transfer method) with respect to the purchase and sale of the Purchased Security.
- 6. Each of Seller and Purchaser agrees to (a) execute and deliver, or cause to be executed and delivered, all such other and further agreements, documents and instruments and (b) take or cause to be taken all such other and further actions as the other party may reasonably request to effectuate the intent and purposes, and carry out the terms, of this Agreement and Evidence of Transfer, including, without limitation, cooperating to ensure the timely and accurate filing of any amendment to the Proof of Claim.
- 7. Seller's and Purchaser's rights and obligations hereunder shall be governed by and interpreted and determined in accordance with the laws of the State of New York (without regard to any conflicts of law provision that would require the application of the law of any other jurisdiction). Seller and Purchaser each submit to the jurisdiction of the courts located in the County of New York in the State of New York. Each party hereto consents to service of process by certified mail at its address listed on the signature page below.

IN WITNESS WHEREOF, this AGREEMENT AND EVIDENCE OF TRANSFER OF CLAIM is executed this 30th day of January 2012.

Barclays Bank PLC

Name: Daniel Crowley
Title: Manager Discount

745 Seventh Ave New York, NY 10019 Barclays Bank SA

Name: ABRAHAM CARPINTERU Title: LEGAL REPRESENTATIVE

C/ Matero Inurria, 15 1st floor 28036 - Madrid (Spain)

# Transferred Claims

Purchased Claim

\$495,285.00 of \$495,285.00 [Allowed Claim Amount is: \$496,687.02] (the outstanding amount of the Proof of Claim as of January 👱 2012).

Lehman Programs Securities to which Transfer Relates

Description of Security	ISIN/CUSIP	Issuer	Guarantor	Principal/Notional Coupon Amount	Coupon	Maturity	Accrued Amount (as of Proof of Claim Filing Date)
Issue of EUR 31.173,000 Index-Linked Notes due February 2012 relating to the Dow Jones Eurostoxx 50 Guaranteed by Lehman Brothers Holdings Inc. under the U.S.\$60,000,000,000 Euro Medium- Term Note Retail	XS0282208049	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR 350,000 of EUR 350,000 Equivalent to USD 495,285,00 USD 495,285,00	N/A	February 9, 2009	N/A

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